Bruhat Bengaluru Mahanagara Palike

Tender Notification No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024

Short Term Notice Inviting e-Tender (NIT)

Request for Proposal (RFP)

Providing Data Entry Operators to Bruhath Bengaluru Mahanagara Palike (BBMP)

Under Karnataka Public Procurement Portal (KPPP) Platform

Deputy Chief Information Officer, Information Technology Department (IT), Bruhath Bengaluru Mahanagara Palike (BBMP) on behalf of Chief Commissioner, BBMP invites Request for Proposal (RFP) from the eligible bidders for Selection of Manpower Agency to Provide Data Entry Operators for BBMP under Karnataka Public Procurement Portal (KPPP) Platform. The Proposals from Firms for the assignment of Data Entry Operators Post on a full-time basis for an initial period of Two Years, the Tender Schedule is as follows. Further details can be obtained from this office in the working hours.

Name of the work	No. of Personnel
Providing Data Entry Operators to Bruhat Bengaluru Mahanagara Palike (BBMP)	200

1. EMD: 15,00,000/- (Rupees Fifteen Lakh only).
2. The participating bidders will have to pay Earnest Money Deposit (EMD) through Karnataka Public Procurement Portal (KPPP) Platform by any of the four modes, i.e. Credit Card, Debit card, Internet Bank, NEFT or OTC.
3. Price Bid: The Service Provider should quote only the service charges and applicable service tax for providing the Data Entry Operators.
4. The bidder can view the tender details from the website – (https://kppp.karnataka.gov.in)
5. The copy of the Bid documents can be downloaded from Karnataka Public Procurement Portal (KPPP) Platform consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with Karnataka Public Procurement Portal (KPPP) Platform for e-Tendering.

Deputy Chief Information Officer, Information Technology Department, Bruhat Bengaluru Mahanagara Palike, Annex Building-2, Head Office Premises, N R Square, Bengaluru-560002.

E-Mail: dcio-it@bbmp.gov.in

6. The technical bid shall include the PQR documents as prescribed in Schedule-I, self-confirmation in Schedule-II and Part-II. The financial bids shall include the duly filled out Schedule-III.

7. Both the Technical & Financial Bidding is through Karnataka Public Procurement Portal only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation online only. The qualified Technical Bidders only will be considered for Financial Bids.

Calendar of Events:

a)	Last date for submission of query	:	30-08-2024 up to 15-00 Hrs
b)	Pre-Bid Meeting	:	31-08-2024 at 15-00 Hrs
c)	Closing date for uploading the Technical / Financial bids	:	02-09-2024 up to 17-00 Hrs
d)	Opening of Technical bids	:	03-09-2024 at 17-00 Hrs
e)	Opening of Financial / price bids (If Possible)	:	05-09-2024 at 11-00 Hrs

Note: Completed tender shall be uploaded through Karnataka Public Procurement Portal of Government of Karnataka system only in the manner described under this tender Document on or before the last date & time stipulated.

Deputy Chief Information Officer-IT
Bruhat Bengaluru Mahanagara Palike

Copy Submitted for Information:

1. PS to the Administrator, BBMP.
2. PS to the Chief Commissioner, BBMP.
3. Special Commissioner (IT / Revenue / Advertisement / Estate), BBMP
4. Special Commissioner (Administration), BBMP.
5. Special Commissioner (SWM / Projects), BBMP
6. Special Commissioner (Finance), BBMP.
7. Special Commissioner (Elections), BBMP.
8. Special Commissioner (Forest, Environment, Climate Change Management and Education), BBMP.
9. Special Commissioner (Health / Markets / Welfare / Disaster Management), BBMP.
10. All Zonal Commissioners of BBMP.
11. Engineer-in-Chief, BBMP.
12. Deputy Commissioner (IT), BBMP.
13. Deputy Commissioner (Admin), BBMP.
14. Copy to Public Relation Officer to Publish in Kannada / English News Papers.
15. To Publish in BBMP Website.
16. Office Notice Board / Additional Copy.

Deputy Chief Information Officer, Information Technology Department, Bruhat Bengaluru Mahanagara Palike, Annex Building-2, Head Office Premises, N R Square, Bengaluru-560002.
E-Mail: dcio-it@bbmp.gov.in

Bruhat Bengaluru Mahanagara Palike

BBMP IT Section
2nd Floor, Annex Building-2,
BBMP Head Office
Bengaluru 560002
Telephone Number - 9480688000
E-Mail Id: dcio-it@bbmp.gov.in

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be complied with by the agency/by the bidders registered with Karnataka Public Procurement Portal (KPPP) Platform for e-Tendering.

6. The technical bid shall include the PQR documents as prescribed in Schedule-I, self-confirmation in Schedule-II and Part-II. The financial bids shall include the duly filled out Schedule-III.

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8. Special Commissioner (Health / Markets / Welfare), BBMP.
9. All Zonal Commissioners of BBMP.
10. Engineer-in-Chief, BBMP.
11. Deputy Commissioner (IT), BBMP.
12. Copy to Public Relation Officer to Publish in Kannada / English News Papers.
13. To Publish in BBMP Website.
14. Office Notice Board / Additional Copy.

Schedule-I

1. Pre-qualification requirements of Agencies / Bidders (PQR conditions):

(i) The Agencies should have provided at least 100 computer skilled personnel to one or more State / Central Government Departments / organizations / undertakings / corporations for at least one financial year in last two years and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be scanned and uploaded. The office of the Deputy Chief Information Officer and Tender Inviting Authority will verify the documents with the concerned wherever necessary. However, documents like service agreements, work orders etc. will be considered for the purpose only when attached along with a certificate of satisfactory delivery of personnel *by the bidder.*

(ii) The annual turnover of the Agency shall not be less than Rupees 1000.00 Lakhs in any one of the last two financial years (i.e. 2022-23 and 2023-24). The agency shall upload a copy of the audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).

(iii) The agency shall upload the copies of the following Documents:

a) Certificate of Registration under the Employees State Insurance Act (ESI) - Previous half yearly and yearly statements / returns submitted to ESI authorities for each employee.

b) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner. -Previous statement of yearly returns submitted to PF authorities for each employee.

c) Service Tax Registration Certificate.

d) Certificate of Registration under Professional Tax Act.

e) Copy of the PAN card and GST of the agency.

f) Any other registrations required as per the existing laws relating to providing manpower services.

(iv) Agencies whose contracts have been terminated / foreclosed by the employer during the last 3 years due to non-fulfillment of contractual obligations /

noncompliance of statutory obligations are not eligible to bid. The agency should clearly specify and submit letters in writing separately stating that they do not fall under this category.

2. Scope of Service: -

Bruhat Bengaluru Mahanagara Palike is the largest Urban Local Body in the State of Karnataka, for its day-to-day functioning of various Offices the Data Entry Operators are required for better functioning.

The Functions of Data Entry Operators, broadly defined, are as follows:

a) Entry of accurate and correct data declared / furnished in various periodical statements / formats etc.

b) Generation of various MIS reports

c) Analysis of the MIS and other reports

d) Submission of the findings to the controlling officer for necessary action

e) Implementation of follow-up action as decided by the controlling officer Including typing / printing of letters, notices, orders, proceedings, etc.

f) Regular upkeep of computer and accessories provided and reporting any instance of malfunction or need of repair / service.

3. Qualification and Experience of DEOs: -

The Data Entry Operators to be deployed by the Agency should possess at least a minimum educational qualification of 10+2/PUC and shall be proficient in typing in Kannada language with a minimum speed of at least 25 words per minute and in English language with a minimum speed of 30 words per minute. He / She should also have knowledge, proficiency and experience of computer skills in MS Word, Excel, Access and Power Point, the Internet, generation of MIS reports, e-Office and similar applications. The proficiency in computer skills should be equivalent to "O" level course of DOEACC. The skill in typing and computer proficiency and aptitude test will be conducted by the BBMP before accepting any resource.

4. Remuneration and Statutory Payments: -

Payment to be made for an outsource employee after all deductions per month:

Sl No	Description	***Payment to be made for outsource* Employee Computer Operator (in Rupees)**
a	**Total Payment by BBMP to Agency (As per Current Minimum Wages)**	**21,348.22**
b	PF employer contribution (13%) on basic Amount (Up to Rs 15,000/- Basic)	1,950.00
c	PF Employee contribution (12%) on basic Amount (Upto Rs 15,000/- Basic)	1,800.00
d	ESI Employer contribution (3.25%) on basic Amount	610.60
e	ESI Employee Contribution (0.75%) on basic Amount	140.90
	Net Pay in hands of Staff (a-(b+c+d+e))	**16,846.72**

The above payment is subject to change as per decision of the BBMP and as notified under the Minimum Wages Act.

(a) The BBMP will pay the total remuneration of **Rs. 21,348.22/-** per month for each Data Entry Operator at Bengaluru. (Excluding Service Charges & Applicable Goods and Service Tax)

(b) The BBMP will contribute employer's share of EPF of **Rs. 1,950/-** @ 13% on Rs. **18,787.62/-** (Minimum Wages for 2024-25 and @ ceiling limit of Rs 15,000/-) and ESI of **Rs.610.60** @ 3.25% on the total remuneration.

(c) The BBMP will also provide Goods and Service Tax as per prevailing Rates.

(d) The Agency must pay the statutory deductions to the concerned authority as employer contribution / share / Agency share.

(e) The Agency shall deduct at source towards employee's share of EPF of **Rs 1,800/-** @12% on **Rs. 18,787.62/-** (Minimum Wages for 2024-25 @ ceiling limit of Rs 15,000/-) and ESI of **Rs. 140.90/-** @ 0.75% on the total remuneration and remit to the respective authorities along with the employer's shares as at (b) above.

(f) Professional Tax of as norms per month per DEO shall be deducted at source from the total remuneration payable to each DEO and shall be remitted to the concerned authority.

(g) Take-home remuneration of **Rs. 16,846.72** per month shall be paid by the Agency to the individual Bank Account of DEO thorough e-payment subject to working of full month.

(h) Any change in statutory levies / contributions in respect of EPF, ESI, Goods and Service Tax, etc. are to be suitably modified.

(i) The above payments of take-home remuneration, Employer and Employee share of EPF and ESI, Goods and Service Tax and Professional Tax shall be confirmed by the Service Provider/ Agency monthly by providing documentary proof.

5. Technically Qualified tenderer quoting lowest service charges (excluding GST which will be separately paid by the BBMP) as percentage of Total payment by for the Data Entry Operators. shall be selected as L1. Provided that in case the lowest bidder has quoted less than 5.0% service charges then he shall deposit interest free additional security deposit with BBMP twice the said reduced percentage on the bid value per year of Rs 5,12,35,728/-. This will remain with the BBMP untill the completion of agreement perid.

For Example, if the lowest bid is 2.50% then L1 should deposit interest free refundable (on contract completion) as "Additional Security Deposit" with BBMP for sum of 2 x (5.0%-2.50%) x 5,12,35,728/-=Rs 25,61,786/-, immediately after opening of the financial bid. Any Bidder failing to do so shall be rejected & his / her EMD shall be forfeited & bidder disqualified from any further bids.

6. In the case of more than one qualified L1 bidder, the bid winner will be chosen by random draw of lots.

7. The successful service provider shall sign an agreement as per the format specified in accordance with the terms and conditions laid down in the tender document.

8. The agencies shall submit a check list with details of documents on fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in Sl. No. 1 (i) to (v) above).

9. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.

10. The Special Commissioner (IT & Revenue) shall cause examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.

11. The second cover containing financial bid of only the qualified bidders will be opened.

* * * * * *

Schedule – II

Self-Confirmation of the tenderer for PQR Evaluation

1. Confirmation for having experience of providing DEO services for Minimum period of 2 years (please tick whichever is applicable): Yes/No
2. List of department / organization / undertaking / corporation where services of computer skilled personnel have been provided during the last 2 years.
   a) Name & address of the department / organization / undertaking / corporation. Yes/No
   b) Designation of official certifying the service with name and contact phone No. Yes/No
   c) Last two years details. Yes/No

Year	No. of computer skilled personnel provided	Nature of duty	Approximate bill value in Rs.	Whether reflected in the balance sheet
2022-23				
2023-24				

Note: If services are provided for more than one organization, give details for all in the above format.

3. Confirmation for providing computer skilled personnel
   a) Minimum 100 computer skilled personnel provided : Yes/No
   b) Minimum Educational Qualification is 10+2/PUC : Yes/No
   and DEO shall be proficient in typing in Kannada Language with a minimum Speed of at least 25 words per minute and in English language with a minimum speed of 30 words per minute. He / She should also have knowledge, proficiency and experience of computer skills in MS Word, Excel, Access and Power Point, Internet, generation of MIS reports and similar applications. The proficiency in computer skill should be equivalent to "O" level course of DOEACC. The skill in typing and computer proficiency and aptitude test will be

conducted by the BBMP before accepting any resource.

4. Office details in Bangalore include the name of the contact person, designation, e-mail ID & telephone number. Yes/No

Date:

Place:

Seal & Signature of Bidder / Agency

Schedule – III

Self-Confirmation of the tenderer for PQR Evaluation

Sl No	Item	% age Service Charges
1	Service Charges as percentage of total Remuneration for each DEO (including ESI & PF BBMP and Employer) (that is Rs. 21,348.22 per DEO)	

Note: 1) 200 DEO's at Rs. 21,348.22 per DEO per month means Rs. 5,12,351.72 per year. Actual Payment of Service Charges per month will be as per actual DEO's deployed and paid.

Date:

Place:

Seal & Signature of Bidder / Agency

General Information

1. Tenders shall be valid for a period of 180 days from the date of opening of *second cover (financial bid).*
2. Alternative tender will not be considered
3. Tender documents are non-transferable.
4. Conditional tenderers are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected.
6. Intending tenders can have detailed information from the office during office hours.
7. The Chief Commissioner BBMP reserves the right to reject any or all tenders without assigning any reason.
8. The successful tenderer shall enter into an agreement with the Department on a non-judicial stamp paper of Rs.12000/- (Rupees Twelve Thousand only) in the format given in Annexure-1 in accordance with the terms and conditions as specified in Annexure-2 of the tender document.
9. Security deposits as prescribed in the contract document would be collected at the time of entering into the agreement.
10. The bidder / agency shall submit their quotations in Schedule-III annexed to the tender documents.
11. The successful bidder shall deploy Data Entry Operators as and when requisitioned and within such time as may be decided by the Chief Commissioner, BBMP, failing which penalty at 2 times the remuneration per day per Data Entry Operator will be levied for not deployed during the first two days, thereafter, the penalty will be levied at 4 times.
12. Payment of take-home remuneration by the service provider / agency shall be made by crediting the amount to the individual bank account of the concerned DEOs deployed on or before 7th of every month as per the payment of wages Act 1936. Similarly, EPF and ESI contribution shall be remitted to the individual Data Entry Operators EPF / ESI accounts as specified under the respective Acts. Also, the remittance of service tax provided by the BBMP for DEOs, and the PT deducted from the basic remuneration of DEOS shall be remitted to the concerned authority.

13. The statement showing earnings and disbursal of take-home remuneration, remittance of EPF and ESI for a particular month should be submitted by the Agency with bills of next month to the office of the Chief Commissioner, BBMP to be eligible for payment along with documentary proof of payment of profession tax and Goods and service tax as prescribed in **Annexures-3A, 3B, 3C, 3D and 3E.**

14. In case more than one agency stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the agencies having higher turnover will get preference over others.

15. The duration of the contract is for 24 months, extendable for any further period not exceeding one year by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.

16. The Agency should not appoint a subcontractor. If the Agency is found to have appointed the subcontractor, the contract will be terminated at the risk and cost of the service provider concerned.

17. The agency shall furnish pay slips to all its employees indicating take-home remuneration and statutory deductions.

18. The agency shall be responsible for fulfilling all statutory obligations such as remittances of service tax, professions tax, EPF / ESI, etc. in respect of each Data Entry Operator deployed under this contract.

19. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.

20. Persons so deployed shall not be below 18 years and not above 55 years. They shall perform their duties to the satisfaction of this office. The personnel deployed should be well experienced, trained adequately and of sound health.

21. The people employed should work from Monday to Saturday. In any exigency of work, the outsourced personnel must be available to work on Sunday or closed holidays also. The workers must suitably adjust their working time to cater to any emergency work that may arise.

22. The DEO personnel, if required to stay beyond mentioned timings must be ready to work as per office needs. No overtime allowances will be paid for the same.

23. The DEO personnel shall perform their duties diligently to maintain neat and clean atmosphere of the entire premises of the offices that includes the open areas & the built-up areas, its movable and immovable properties apart from attending to such other duties as may be assigned by officers concerned from time to time.

24. The DEO personnel must report to the Designated Officer / Caretaker of this office and follow his/her instructions. The personnel should be punctual and should report for duty before duty commences daily. If a particular person is absent on any day, a substitute should be deployed in his/her place by the service provider.

25. The agency shall strictly adopt / implement the Circular No: ಸಿಆಸುಇ 06 ಸೇನೆನಿ 2024, ದಿನಾಂಕ: 20-05-2024. And provide the reservation as per prevailing Govt Orders / Circulars / Notifications etc. and as and when amended.

26. The agency shall strictly adopt / implement the Karnataka scheduled castes, scheduled tribes and other backward classes (Reservation of Appointments etc.,) (Amendment) Act, 2024 and rules, circulars etc issued from time to time

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Annuxure-1

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:23-08-2024)

Form of Contract Agreement

The agreement entered to this....., 2024 between M/s....., (hereinafter referred to as the "Contractor") which term shall include their successors and legal representative and *the Special Commissioner (Revenue & IT), Bangalore (hereinafter referred to as the* "Chief Commissioner") which terms shall include its successors and assigns as well as authorized representatives.

WHERE AS

1. The bid of.....(Contractor's name) submitted for the supply 200 (Two Hundred) Data Entry Operators was accepted by the Special Commissioner (Revenue & IT) subject to the Terms and Conditions detailed in the Tender Document No.
2. The supplier, having accepted the order, was required to execute the agreement and to furnish the Bank Guarantee towards the Security Deposit for the due fulfillment of the agreement.
3. The Contractor has furnished a Bank Guarantee bearing no. ..... dated: .....in favor of the Chief Commissioner for a sum of Rs. _____/- (Rupees _____ only) towards the Security Deposit, for the fulfillment of agreement from the ..... (bank name) and has further agreed to renew it to the extent required to cover the full guarantee period under the agreement.
4. Now, this indenture witnessed, and it is hereby agreed and declared as follows in consideration of payments to be made to the "Contractor" by the Joint Commissioner, the Contractor hereby covenants with the Joint Commissioner, that the Contractor shall duly provide 200 (Two Hundred) Data Entry Operators for the price of Rs..... (Rupees.....) with educational and other qualifications in accordance with the terms and conditions as specified in Annexure-2 forming part of this agreement.

In witness whereof the parties to this agreement have signed this indenture in the presence of following witnesses

Contractor's signature

signature (with seal)

Contractee

(with seal)

WITNESSES:

1.

2.

Annexure-2

General Terms and Conditions of the Contract for Providing Data Entry Operators

1. The expression "service", "job" or "duty" used shall mean that Data Entry Operator (DEO) services, required by the Bruhat Bengaluru Mahanagara Palike.
2. The "Department" means the office of the Chief Commissioner BBMP Bengaluru-560002.
3. The "Agency/Contractor" means the Agency to whom the work of providing Data Entry Operators is awarded.
4. "Data Entry Operators" means, Data Entry Operators deployed by the Agency.
5. "Notice in Writing" shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/ registered post to the declared business address of the Agency.
6. "Deficiency in service" means, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel who are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the personnel deployed to the Department, failure to submit/file statutory statements/returns as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.
7. "Premises" means the office of the Chief Commissioner BBMP situated at NR Square Bengaluru-560002.
8. **Qualification of Data Entry Operators:** Data Entry Operators to be deployed by the agency should possess at least a minimum educational qualification of 10+2/PUC and shall be proficient in typing in Kannada language with a minimum speed of 25 words per minute and in English language with a minimum speed of 30 words per minute. He / She should also have knowledge, proficiency and experience of computer skills in MS word, Excel, Access and Power Point, Internet, generation of

MIS reports and similar applications. The proficiency in computer skills should be equivalent to "O" level course of DOEACC. The skill in typing and computer proficiency and aptitude test will be conducted by the BBMP before accepting any resource.

9. Scope of Service: -

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The Functions of Data Entry Operators are broadly defined as follows:

a) Entry of accurate and correct data declared / furnished in various periodical statements / formats

b) Generation of various MIS reports

c) Analysis of the MIS and other reports

d) Submission of the findings to the controlling officer for necessary action

e) Implementation of follow-up action as decided by the controlling officer including typing/printing of letters, notices, orders, proceedings, etc.

f) Regular upkeep of computer and accessories provided and reporting any instance of malfunction or need of repair/service.

10. Remuneration and Statutory Payments as per Annuxure-3A, 3B, 3C, 3D and 3E: -

(a) The BBMP will pay the total remuneration of **Rs.21,348.22-00** per month for each Data Entry Operator at Bangalore. It will not be open to revision, even if the minimum wages are increased during the year, as the stipulated fee has been kept higher than the minimum wages.

(b) The BBMP will contribute employer's share of EPF of **Rs. 1,950/-** @ 13.00% on Rs **18,787.62/-** (Subjected to Ceiling of Rs 15,000/-) and ESI of **Rs.610.60** @ 3.25% on the total remuneration.

(c) The BBMP will also provide Goods and Service Tax as applicable.

(d) The Agency shall deduct at source towards employee's shares of EPF of **Rs.1,800/-** @ 12% on **Rs. 18,787.62/-** (Subjected to Ceiling of Rs 15,000/-) and

ESI of **Rs.140.60/-** @ 0.75% on total remuneration and remit to the respective authorities along with the employer's shares as at (b) above.

(e) The Professional Tax applicable per month per DEO shall be deducted at source from the total remuneration payable to each DEO and shall be remitted to the concerned authority.

(f) Take-home remuneration of **Rs.16,846.72/-** per month shall be paid by the Agency to the individual Bank Account of DEO thorough e-payment subject to working of full month.

(g) Any changes / variations in statutory levies / contributions in respect of EPF, ESI, Service Tax, etc. are to be suitably modified.

(h) The above payments of take-home remuneration, Employer and Employee share of EPF and ESI, Service Tax and Profession Tax shall be confirmed by Service Provider/Agency monthly by producing documentary proof.

11. The number of Data Entry Operators can be increased or decreased at the discretion of the Department at any point of time during the period of the contract, but not exceeding 25% (+/-25%) of the total procurement under this contract. The remuneration payable/deducted on such increase/decrease shall be at the same rate as per the contracted rate. It is mandatory on the part of the Agency either to increase or decrease the number of Data Entry Operators immediately as and when directed by the Department.

12. For all matters arising out of this contract either between the Agency and the Department or between the personnel deployed by the Agency with the Department/Agency, the jurisdiction of the court shall be in Bangalore.

13. The Data Entry Operators deployed by the Agency shall not have any connections with the employees of the Department. The Agency shall be responsible for any unauthorized acts of the Data Entry Operators and for any damage/injury sustained by them in the course of their work / duty.

14. The Contractor shall make the payment of take-home remuneration to Data Entry Operators deployed through the individual Bank Accounts of the DEO's and shall arrange to remit all statutory deductions like Service Tax, Profession Tax, EPF and ESI to the designated authorities along with the Agency's contributions as per law, at the applicable rates within the stipulated time limits.
15. The agency will be fully and solely responsible for any violations under the relevant statutes, and any such violation will be a breach of contract and the Department at its discretion may cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
16. The Agency shall make timely payment of take-home remuneration as per the earnings per month to each DEO deployed without any unauthorized deductions.
17. The Agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, age, take home remuneration, amount of EPF contribution of both employer and employee, the amount of ESI contribution of both employer and employee as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly receipted by the appointee to the Department for reference and records of Bruhat Bengaluru Mahanagara Palike.
18. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the personnel deployed within a period of one month.
19. The Agency shall maintain proper record pertaining to the Data Entry Operators deployed including the remuneration pay slip, disbursement of remunerations, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers of the concerned authorities whenever called for.
20. The agency shall maintain the acquaintance / pay roll and other relevant particulars pertaining to deployed Data Entry Operators and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
21. Whenever the Agency fails to provide Data Entry Operators as requisitioned by the Department, it shall be lawful for the Department to avail yourself of the service

departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.

22. The agency shall provide all the relevant particulars of the personnel proposed to be deployed in the Department along with originals of the relevant certificates/documents relating to their educational qualification and work experience to the Department and only after approval, deploy them for work in the Department.

23. If any DEO deployed by the Agency is considered undesirable by the Department, it shall be the responsibility of the Agency to remove the said person or persons from the work. Such people cannot be re-deployed by the Agency for any other work of the Department without the specific permission of the Department.

24. The Agency should not appoint a subcontractor. If the Agency is found to have appointed a subcontractor, the contract will be terminated at the risk and cost of the contractor concerned.

25. In case of any ambiguity or doubts regarding the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Department in all such matters shall be final and binding on the Agency.

26. The Department shall not be held responsible or called upon to make good any losses/costs incurred by Agency on account of factors beyond its control such as legal impediments, accidents, illegal actions of the Data Entry Operators deployed, etc., or for any reason whatsoever.

27. The scope of the service is liable for alteration by way of deletions or additions at the discretion of the Department.

28. The Department, including the authorized officers of the Department shall have the power to issue notice in writing and to instruct/direct the Agency to make alterations/variations in the assigned work/change the deployed staff.

29. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Chief Commissioner, BBMP, shall have the right to enquire into and decide all complaints on such matters.

30. All compensations or other sums of money payable by the Agency to the Department under the terms and conditions of this contract may be deducted from

its security deposit or from any sums that may be due or may become due to the Agency by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.

31. If the Agency fails to provide the Data Entry Operator services satisfactorily during the currency of the contract, the Department shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred by the Department due to such failure on the part of the Agency shall be covered by the Agency.

32. The antecedents of the personnel deployed by the Agency should be verified through local police or by any other Government Agency, and the Agency alone shall be responsible for the good conduct of its personnel while on duty as well as off duty in Department's premises and the personnel deployed shall always behave like responsible persons.

33. The Agency will be held responsible for all the acts of the Data Entry Operators with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the Agency shall undertake to compensate the losses arising from such acts of Data Entry Operators to all the concerned including BBMP.

34. *The Agency shall arrange a training program / workshop to the Data Entry Operators* at the beginning of the contract to make them understand the nature of work they shall carry by inviting the experts in the field and officers of the BBMP.

35. Agency / DEOs shall not disclose any information to the public pertaining to the department without prior permission.

36. Breach of Terms and Contract

The following acts on the part of the Agency will constitute breach of contract:

(a). Failure to deploy the required number of Data Entry Operators within the prescribed time limit.

(b). Failure to make / submit details / proof of take-home remuneration, EPF, ESI, and other statutory remittances in respect of any of the personnel deployed by the agency at the prescribed rate within the prescribed time limit.

(c). Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.

(d). Failure to submit the relevant documents / registers pertaining to the Data Entry Operators deployed under the contract for inspection either to the statutory authorities or to BBMP when such request is made.

(e). Deficiency in service, like not replacing the persons in place of absentees,

(f). Under-performers, people suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department.

37. It is open to the Department to initiate the following penal actions against the Agency on breach of any of the above terms:

a) The first instance is to issue a warning notice clearly narrating the incident of breach asking the Agency to submit its explanation and the action the Agency is proposing to avoid repetition of such incident.

b) On the second instance, to impose a penalty not exceeding **Rs.25,000/-.**

c) On subsequent instances to impose of penalty of **Rs.50,000/-**. If the same persists further, the contract will be terminated, and the agency will be blacklisted after forfeiting EMD/SD.

d) This does not preclude the Department from recovery of the directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.

38. The successful Agency shall have an established office in Bangalore. The Agency shall furnish the address of such office with particulars of telephone number and details of contact person before entering into Agreement. The Department reserves the right to inspect / check the particulars so furnished.

39. The personnel deployed under this contract shall have good personalities and should be presentable and pleasant in their manners. They should be able to identify

important officers of the Department. The preferred age of the Data Entry Operators deployed by the agency may not exceed 30 years. The Data Entry Operators deployed should be properly briefed by the agency regarding the activities of the Department and the scope of service expected from them and the same shall be checked periodically, if need be, with occasional visits by the senior officers of the Agency for their effective functioning.

40. It is the responsibility of the Agency to thoroughly check the antecedents of the Data Entry Operators deployed under this contract and the Agency alone shall be responsible for the good conduct of its personnel while on duty as well as off duty.

41. The agency is to maintain the Bio-metric attendance system at the deployment locations at its own risk & cost. Monthly attendance must be provided for monthly payment.

42. In case the manpower agency fails to make in-time payment to the resources then the Bid Winner is liable for penalty @ 10% of its service charges for that month. Failure to make in-time payment for the purpose of this penalty clause means non-payment until the end of the succeeding month. Provided that nonpayment of salaries due for more than 3 months shall make the Bid Winner liable for cancellation of the contract treating it as a default by the Bid Winner Manpower Agency.

43. *Further It is clarified that if BBMP fails to pay even after 3 months from date of a valid* Invoice submitted by the Bid Winner, then no penalty shall be levied for delayed payment to the deployed personnel. Provided that BBMP makes payment to the Vendor, the Vendor shall continue to pay the personnel.

44. Further It is clarified that if BBMP fails to pay even after 3 months from date of a valid Invoice submitted by the Bid Winner, then no penalty shall be levied for delayed payment to the deployed personnel. Provided that BBMP makes payment to the Vendor, the Vendor shall continue to pay the personnel.

45. The resources shall get 1 day a month as casual leave. No casual leave shall be accumulated beyond one year. No resource will be allowed to take more than 3 casual leaves together.

46. The resources shall get 1 day a month as sick leave. No sick leave shall be accumulated beyond one year. Any sick leave beyond 3 days absence shall be authenticated by a

medical certificate of a registered practitioner.

47. Replacement:

The Agency will provide replacement for the person who is found unsuitable / remains absent, in the event of sickness, etc. at its own cost.

48. Duration And Termination of Contract:

The duration of the contract is for a period of 24 months, extendable for further periods not exceeding one year by mutual consent. However, the contract can be terminated by either party on three months' written notice.

49. Premature Termination of The Contract:

If the services of the personnel deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefor. In case of any dispute the jurisdiction of the court shall be at Bengaluru.

50. Financial bids of agencies which do not satisfy the PQR conditions (Technical bid) will not be considered.

51. The Department shall cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.

52. The financial bid containing price quotations of the qualified bidders only will be opened in the presence of available qualified bidders, on the specified date.

53. Security Deposit / Performance Security

The Agency shall deposit an amount equivalent to 5% of total contract amount as security deposit / performance security in the form of Bank Guarantee / Deposit at the time of entering into the agreement. The same shall be refunded to the Agency after successful completion of service contract assignment.

54. The Department agrees to make payment to the Agency against a monthly service bill provided the same is correct in all respects, within 90 days of the date of

submission of bill by the Agency.

55. In case any dispute or difference arises between the Department or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Special Commissioner (IT & Revenue), Bengaluru whose decision will be final.

56. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the Chief Commissioner, BBMP *shall be final and binding on the Agency.*

57. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide Data Entry Operators on the same terms and conditions of the contract during the extended period in the event of any extension given.

58. If any loss or damage is caused to the Department by non-compliance with the obligations under this agreement by the Agency, the Agency is liable to make good such losses, and the Department shall be entitled to recover the same from the Agency.

59. The arrangement between the agency and the Department is on a Principal-to-Principal basis and neither of them shall be treated as the agent of the other.

60. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.

CONTRACTOR'S SIGNATURE
(WITH SEAL)

CONTRACTEE SIGNATURE
(WITH SEAL)

WITNESSES:

1.

2.

* * * * * * * *

Annexure-3A

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Statement showing the details of payment of take- h o m e remuneration of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

(Amount in Rs.)

Sl. No	Name of the DEOs	Earnings	Deductions	Take home remuneration paid	Individual Bank A/c No. with name of the bank	Dates of payment made
1	2	3	4	5	6	7

Total take home remuneration paid for the month of----------Rs. ----------

This is to certify that the details furnished above are true and correct.

Contractor's
signature (with seal)

(Documentary proof from the Bank for having remitted the above payments should be enclosed)

Annexure-3B

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Statement showing the details of payment of EPF contribution of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

EPF Registration No.:

(Amount in Rs.)

Sl. No.	Name of the DEOs	EPF A/c No.	EPF Contribution Paid		EPF payment challan no. and date
			Employee Contribution	Employer's Contribution	
1	2	3	4	5	6

Total amount of EPF contribution paid for the month of ----------: Rs.

---------- This is to certify that the details furnished above are true and correct.

Contractor's signature
(with seal)

(Documentary proof from the Bank or EPF Authorities for having remitted the above payments should be enclosed)

Annexure-3C

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Statement showing the details of payment of ESI contribution of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

ESI Registration No.:

(Amount in Rs.)

Sl. No.	Name of the DEOs	ESI A/c No.	ESI Contribution Paid		ESI payment challan no. and date
			Employee Contribution	Employer's Contribution	
1	2	3	4	5	6

Total amount of ESI contribution paid for the of----------: Rs. -------

--------- This is to certify that the details furnished above are true and

correct.

Contractor's

signature (with

seal)

(Documentary proof from the Bank or ESI Authorities for having remitted the above payments should be enclosed)

Annexure-3D

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Statement showing the details of payment of Service Tax of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

Service Tax Registration No.:

(Amount in Rs.)

Sl. No.	Name of the DEOs	Service Tax Amount	Service Tax payment Challan no. and date
1	2	3	4

Total amount of Service Tax paid for the month of----------: Rs. ----------

This is to certify that the details furnished above are true and correct.

Contractor's

signature (with seal)

(Documentary proof from the Bank or Service Tax Authorities for having remitted the above payments should be enclosed)

Annexure-3E

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Statement showing the details of payment of profession tax of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

Profession Tax Registration No.:

(Amount in Rs.)

Sl. No.	Name of the DEOs	profession tax	profession tax payment challan no. and date
1	2	3	4

Total amount of profession tax paid for the month of----------: Rs. ----

---------- This is to certify that the details furnished above are true and correct.

Contractor's
signature (with seal)

(Documentary proof from the Bank or Profession Tax Authorities for having remitted the above payments should be enclosed)

Annuxure-4 Financial Bid Format

(To the tender document No: BBMP/2024-25/SE0818/Call-3, Dated:26-08-2024)

Estimated Minimum Take Home Remuneration for Services of a Data Entry Operator Procured at Bangalore.

* * * * * *

Amount payable by BBMP:

1.	Total remuneration per DEO per month.	Rs. 16,846.72
2.	ER EPF @13.00% on Rs. 18787.62 (Employer's share)	Rs. 1,950.00
3.	ER ESI @3.75% on Sl. No.1(Employer's share)	Rs. 610.60
4.	Service charges for the supplier agency will be extra (Inclusive of Service Tax thereon)	Rs_____

Note: Goods and Service Tax as applicable will be paid.

Total: Amount per DEO per month (1+2+3+4) (Rs. 21,348.22 + Applicable Taxes + Service Charges)

Take home remuneration of a DEO:

1.	Total remuneration per DEO per month	Rs. 18,787.62
2.	EE EPF @12% on Rs. 18,787.62 (Employee share)	Rs. 1,800.00
3.	EE ESI @0.75% on Sl. No.1 (Employee share)	Rs. 140.90
4.	Professional Tax as Applicable	Rs. _____
5.	Take home remuneration per month (1- (2+3+4)]	Rs. 16,846.72 -PT

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Bruhat Bengaluru Mahanagara Palike

BBMP IT Section
2nd Floor, Annex Building-2,
BBMP Head Office
Bengaluru 560002
Telephone Number - 9480688000
E-Mail Id: dcio-it@bbmp.gov.in

Part-I

Tenders in two cover system duly uploaded by the Registered Manpower supply Agencies will be received by the Chief Commissioner, BBMP for the following:

1. Nature of Service: Providing Outsource Manpower Services for Data Entry Operators for BBMP.
2. EMD: Rs. 1500000/- (Rupees Fifteen Lakhs Only).
3. The bidders can view the tender details from the websites – (https://kppp.karnataka.gov.in) For any other information, please contact phone number 9480688000.
4. Tender documents shall be submitted online at Karnataka Public Procurement Portal (KPPP) Platform.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of fifteen lakh rupees to be paid through Karnataka Public Procurement Portal through any 04 modes i.e. Credit Card, Debit card, Internet Bank, NEFT (National Electronic Fund Transfer) or OTC (remittance at the bank counter).
6. The validity of the offer shall remain open for a period of 180 days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Special Commissioner (IT & Revenue) shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Chief Commissioner, BBMP, who reserves

the right to accept or reject any or all tenders without assigning any reason therefor.

8. Submission of the tender by the Agency implies that these conditions of the contract have been read and is aware of the scope of the service and the number of Data Entry Operators to be deployed.
9. Tenders will be opened in the presence of tenderers or their authorized representatives, on the date & time specified here in.
10. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alterations in the service specified or containing other conditions of any sort will be rejected.
11. The tenderer shall abide by the provisions of Employees Provident Fund and Miscellaneous Provisions Act and Rules there under, ESI Act, the Contract Labour (R&A) Act, etc., and enroll eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.
12. Security Deposit: The successful Agency should pay a Security Deposit equivalent to 5% of the value of the contract amount put to tender for due performance of the contract.
13. A successful agency is liable to comply with all laws applicable, including labour laws.
14. The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 30 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
15. Applicable taxes, as per rules in force, will be deducted from the bills payable to the agency.
16. Unsuccessful / rejected Bidder's EMD shall be refunded.

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Bruhat Bengaluru Mahanagara Palike

BBMP IT Section
2nd Floor, Annex Building-2,
BBMP Head Office
Bengaluru 560002
Telephone Number - 9480688000
E-Mail Id: dcio-it@bbmp.gov.in
Part-II

To:

The Deputy Chief Information Officer-IT

2nd Floor, Annex Building-2,

BBMP Head Office

Bengaluru 560002

Telephone Number - 9480688000

E-Mail Id: dcio-it@bbmp.gov.in

Sir,

Tender for Providing Outsource Manpower Services for Data Entry Operators for BBMP.

I/We.....do hereby tender for providing services of Data Entry Operators to the office of the Chief Commissioner, BBMP, as per the quoted rates and in all respects in accordance with the conditions applicable.

Nature of Service: Providing Outsource Manpower Services for Data Entry Operators for BBMP.

I / We have paid an amount of Rs.15.0 lakh through Credit Card/Debit card/Internet Bank/NEFT/OTC towards EMD. I /we are aware that the EMD will not bear any interest. Should my/our tender be accepted; I/ we agree to pay 5% of contract value towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/we agree to abide by and fulfill all the terms and conditions of the contract or in default thereof pay to the Bruhat Bengaluru Mahanagara Palike the sum of money mentioned in the said contract without prejudice to any other right of the Bruhat Bengaluru Mahanagara Palike.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions, and I/we have made examination of contract documents and locations where the Data Entry Operators are to be provided.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Bruhat Bengaluru Mahanagara Palike based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the BBMP and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the BBMP.

Dated this ..... day of 2024.

Agency / Contractor

Bruhat Bengaluru Mahanagara Palike

BBMP IT Section
2nd Floor, Annex Building-2,
BBMP Head Office
Bengaluru 560002
Telephone Number - 9480688000
E-Mail Id: dcio-it@bbmp.gov.in

To:

The Deputy Chief Information Officer-IT

2nd Floor, Annex Building-2,

BBMP Head Office

Bengaluru 560002

Telephone Number - 9480688000

E-Mail Id: dcio-it@bbmp.gov.in

Sir,

Declaration

(To be given by the Agency/ Contractor at the time of uploading the completed tender)
Nature of Service: Providing Outsource Manpower Services for Data Entry Operators for BBMP

I/We have read the Tender documents and related matters carefully and diligently and I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Chief Commissioner BBMP.

Agency / Contractor